

AMENDMENT OF SOLICITATION/M		IFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. M067		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Nevada Operations Office P.O. Box 98518 Las Vegas, NV 89193-8518		CODE		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Bechtel Nevada P.O. Box 98521 Las Vegas, NV 89193-8521				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC08-96NV11718	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not ex-tended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification incorporates the clauses entitled, "Travel Restrictions," "Lobby Restriction (Energy and Water Development Appropriations Act, 2000)," and "Notice Regarding the Purchase of American-Made Equipment and Products-Sense of Congress," contained in DOE Acquisition Letter No. 99-07, dated November 11, 1999.

**EXECUTED
COPY**

All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print) Steven D. Liedle President & General Manager		16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (b) (Signature of person authorized to sign)	15C. DATE SIGNED 2/27/00	16B. UNITED STATES OF AMERICA BY (b) (Signature of Contracting Officer)	16C. DATE SIGNED 3/17/00

1. Per Department of Energy (DOE) Acquisition Letter (AL) No. 99-07, dated November 11, 1999, the following clause, which places a dollar ceiling limitation on travel reimbursement, is incorporated into the Contract as Clause No. H.44.

H. 44 TRAVEL RESTRICTIONS

- (a) For contractor travel expenses incurred on or after October 1, 1999 a ceiling limitation of \$3,733,000 shall apply to all reimbursements made with funds appropriated in the Energy and Water Development Appropriations Act 2000, Pub. L. 106-60. Expended funds which exceed the established ceiling will be unallowable unless otherwise authorized by the contracting officer.
- (b) Notwithstanding any other provisions of the contract, the contractor further agrees that none of the funds obligated under the contract may be used to reimburse employee travel costs incurred on or after October 1, 1999 and before October 1, 2000 which exceed the rates and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. To the extent that this contract provides elsewhere for the reimbursement of employee travel costs which exceed the rates and amounts that apply to federal employees under subchapter 1 of Chapter 57 of Title 5, United States Code, the preceding limitation on reimbursement of employee travel costs applies to costs incurred on or after December 1, 1999 and before October 1, 2000. Costs which exceed these rates and amounts will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.
- (c) Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:
 - (i) Federal Travel Regulations (FTR) for travel within the 48 states;
 - (ii) Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or
 - (iii) Standardized Regulations (SR) for travel allowances in foreign areas.
- (d) Subparagraph (c) does not incorporate the regulations cited above in their entirety. Only the coverages in the referenced regulations addressing the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and special or unusual situations are applicable to contractor travel.

- (e) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

(End of Clause)

2. Per Department of Energy (DOE) Acquisition Letter (AL) No. 99-07, dated November 11, 1999, the following clause, which places a restriction on lobbying, is incorporated into the Contract as Clause No. H.45.

**H.45 LOBBYING RESTRICTION (ENERGY AND WATER
DEVELOPMENT APPROPRIATIONS ACT, 2000)**

The contractor agrees that no appropriated funds obligated to this contract shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

3. Per Department of Energy (DOE) Acquisition Letter (AL) No. 99-07, dated November 11, 1999, the following clause, which places an emphasis on purchasing American-made equipment and products, is incorporated into the Contract as Clause No. H.46.

**H.46 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE
EQUIPMENT AND PRODUCTS—SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

(End of Notice)